

ARTICLE IV—SCOPE OF WORK

4.1 INTENT OF CONTRACT—The intent of the contract is to provide for the construction, complete in every detail, of the work described or for the furnishing of materials or both. The Contractor shall furnish all labor, materials, equipment, tools, transportation, supplies and other incidentals required to complete the work in accordance with the plans, specifications and terms of the contract.

4.2 ALTERATIONS—The State reserves the right to order, at any time during the progress of the work, alterations involving increases or decreases in the quantity of any contract item and alterations in the details of construction as may be found necessary or desirable. The ordering of alterations shall not invalidate the contract or release the surety, and the contractor shall comply with any such order, as though it has been a part of the original contract.

Alterations in the details of construction shall not involve or require work beyond the original proposed construction unless a change order is issued to that effect.

Unless ordered changes increase or decrease the quantity of a *major contract item* more than twenty-five (25) per cent, the work shall be performed as a part of the contract and paid for at the unit bid prices.

Changes in natural or any other conditions in the items of excavation shall not be considered an alteration, increase or decrease within the meaning of this Section.

An alteration in the type of the work which involves work different in kind or nature from any item involved or called for in the original contract shall be treated as extra work and the provisions of Section 4.3 shall apply.

The provisions of this Section shall not apply to overruns and underruns on items which are estimated in the proposal.

No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of work as done.

Payment for alterations will be made in accordance with the provisions of Section 9.3. If the alteration is of sufficient magnitude as to require additional time in which to complete the project, adjustment will be made in accordance with the provisions of Section 8.7.

A. INCREASED OR DECREASED QUANTITIES—Except for lump sum items which are covered in Subsection 4.2(B), in the event the Contractor is ordered to make alterations involving an increase or decrease in the quantity of any *major contract item*, or to omit portions of the work, no adjustment will be made in the unit price for any increase or decrease in the cost of any given *major contract item* unless the quantity of such item is increased or decreased more than twenty-five (25) per cent of the estimated contract amount of such item.

If an alteration is ordered which, together with previous orders or agreed changes in quantity, increases or decreases the amount of a *major contract item* more than twenty-five (25) per cent of the approximate quantity shown in the proposal schedule, an adjustment will be made. Such adjustment for an item, the quantity of which has been increased, will be based on the decreased actual cost per unit of said item to the Contractor and shall apply only to the increase in excess of one hundred twenty-five (25) per cent of the approximate quantity shown in the proposal schedule.

For decreased quantities, the adjustment in unit price shall be such that the total payment for the contract item shall not exceed seventy five per cent (75%) of the original bid

amount of said contract item.

- B. LUMP SUM ITEMS**—Should the Contractor be directed to make changes involving an increase or decrease in the quantity of any specified lump sum item or portion of the lump sum work or to omit portions of the lump sum work, adjustment in payment will be made only for items of work affected.

When the increase or decrease does not exceed ten (10) per cent of the original specified quantity, the adjustment in lump sum price will be based on a theoretical unit price. The theoretical unit price will be determined by dividing the original contract lump sum for the item of work by the originally specified quantity for that item of work.

The increase or decrease in the original lump sum price, as the case may be, shall be the product of the theoretical unit price and the quantity involved not exceeding ten (10) per cent of the original specified quantity for the item of work.

When the increase exceeds ten (10) per cent of the originally specified quantity, the adjustment in payment for the quantity in excess of ten (10) per cent shall be mutually agreed to by the Contractor and the Director, and in the event of failure to agree, any such increased work shall be paid for on a force account basis in accordance with the provisions of Section 9.4.

When the decrease exceeds ten (10) per cent of the originally specified quantity, all reduction in the originally specified lump sum price will be based on the theoretical unit price, or the reduction up to ten (10) per cent will be based on the theoretical unit price, and the reduction in excess of the stated percentage shall be computed as if the work involved was performed on a force account basis in accordance with the provisions of Section 9.4, or as mutually agreed to by the Contractor and the Director.

When the quantity of any lump sum item of work is not specified, the adjustment in lump sum price will be determined by the Director in the same manner as if the increase or decrease were to be paid for on a force account basis in accordance with the provisions of Section 9.4, or as mutually agreed to by the Contractor and the Director.

4.3 EXTRA WORK—Work determined by the Director to be new and unforeseen and not covered by any of the items for which there is a bid price or by a combination of items shall be treated as extra work.

The Contractor shall do extra work and furnish labor, materials and equipment therefor only upon receipt of a written order from the Director. In the absence of a written order, the Contractor shall not be entitled to payment for such extra work.

Payment for extra work will be made by force account in accordance with the provisions of Section 9.4, or as mutually agreed to by the Director and the Contractor. Extension of contract time, if any, shall be in accordance with the provisions of Section 8.7.

4.4 MAINTENANCE OF TRAFFIC—The Contractor shall keep all roads within the working area open to all traffic during the progress of the work.

The Contractor shall install, provide, and maintain all necessary signs, lights, flares, barricades, and other protective facilities and shall take all necessary precautions for the protection of the work and the convenience and safety of public traffic. All such protective facilities, precautions to be taken and control of traffic through the construction area shall conform and be in accordance with all the "Rules and Regulations Governing the Use of Traffic Control Devices at Work Sites on or Adjacent to Public Streets and Highways", "The Rules and Regulations Governing the Design, Construction and Maintenance of Public Streets and Highways", both as adopted by the Highway Safety Coordinator, State of Hawaii, and the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by

the U. S. Federal Highway Administration in June of 1961 and any amendments or revisions thereof as may be made from time to time.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic. At the end of each day's work or when construction operations are suspended for any reason, the Contractor shall remove all obstructions to the free and safe passage of public traffic.

4.5 CONSTRUCTION AND MAINTENANCE OF DETOURS—The Contractor shall construct and maintain detours for the use, convenience and safety of public traffic. Unless indicated otherwise in the contract, all such work for the use, convenience and safety of public traffic shall be considered incidental to the work of the various pay items of the contract and no additional payment will be allowed therefor.

All detours shall be approved in writing by the Director.

ARTICLE V—CONTROL OF WORK

5.1 AUTHORITY OF THE DIRECTOR—The Director will decide all questions which may arise regarding the quality and acceptability of materials furnished and work performed and the rate of progress of the work, the interpretation of the plans and specifications, the acceptable fulfillment of the contract, and compensation. His estimates and decisions upon all claims, questions and disputes will be final and conclusive.

The Director may enforce in any suitable manner the decisions and orders which the Contractor fails to carry out promptly and diligently.

The Director may, for such periods as he may deem necessary, suspend the work in whole or in part (1) for failure of the Contractor to correct unsafe conditions for the workmen or the general public, carry out provisions of the contract, or carry out orders; and (2) for unsuitable weather, for conditions considered unsuitable for the prosecution of the work, or for any other condition or reason deemed to be in the public interest.

5.2 PLANS AND WORKING DRAWINGS—The plans furnished by the State consist of general drawings and show details necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the plans shall be in writing. The Contractor shall keep one set of plans available on the job at all times.

The Contractor shall furnish working drawings for structures which shall consist of the detailed plans required to control the work. The working drawings to be furnished by the Contractor shall include, but not be limited to, stress sheets, anchor bolt layouts, shop details, erection plans, cribs, cofferdams, falsework, centering, form work and other temporary work and methods of construction.

The Contractor shall be responsible for the accuracy of dimensions and details, and for agreement of dimensions and details. He shall be responsible for the agreement and conformity of his working drawings with the plans and specifications.

All working drawings must be approved by the Director and such approval shall not operate to relieve the Contractor of his responsibility under the contract for the successful completion of the work. No change shall be made in any approved working drawings without the written permission of the Director. The contract price includes the cost of furnishing all working drawings and no additional compensation will be allowed therefor.

5.3 CONFORMITY WITH PLANS AND SPECIFICATIONS—The work shall be completed in conformity with the specified values and dimensions set forth in the contract.